

PC

2/23/11 9:53:26
DK P BK 142 PG 617
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

POWER OF ATTORNEY

Prepared by:

LSI:

700 Cherrington Pkwy.
Coraopolis, PA 15108
412-299-4000

Return to:

LSI:

700 Cherrington Pkwy.
Coraopolis, PA 15108
412-299-4000
ELS # 10470520

Grantor/Mortgagor: Charles A Gailey and Nancy K Gailey
1645 Jaybird Road,
Hernando, MS 38632

Grantee/Mortgagee: U.S. Bank N.A.
4801 Frederica Street
Owensboro, KY 42301

Abbreviated Legal Description: Lot 16, Forest Meadows Subdivision, in Section 8, township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 67, Page 13 in office of the Chancery Clerk of DeSoto County, Mississippi

7

RECORDING REQUESTED BY:

LSI

700 Cherrington Parkway
Coraopolis, PA 15108

WHEN RECORDED MAIL TO:

LSI

700 Cherrington Parkway
Coraopolis, PA 15108
eLS Order # 10470520

NON DURABLE POWER OF ATTORNEY

CAUTION: THIS IS AN IMPORTANT DOCUMENT. IT GIVES THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT" OR "ATTORNEY IN FACT" HEREINAFTER CALLED "AGENT/AIF") BROAD POWERS TO ACT ON YOUR BEHALF FOR A SPECIFIC TRANSACTION DURING A CERTAIN PERIOD OF TIME, WHICH INCLUDE POWERS TO PROMISE TO REPAY A DEBT WITH INTEREST AND MORTGAGE YOUR REAL PROPERTY FOLLOWING YOUR REVIEW OF YOUR LOAN DOCUMENTATION DURING A LOAN CLOSING TO BE CONDUCTED ON THE INTERNET. WITH RESPECT TO ANY LOSS OF, MISPLACEMENT OF, INACCURACY IN, OR FAILURE TO SIGN ANY LOAN DOCUMENTATION, YOUR AGENT/AIF WILL CONTINUE TO HAVE THESE POWERS AFTER THE LOAN CLOSING, FOR THE LIMITED PURPOSE TO REPLACE OR CORRECT SUCH LOAN DOCUMENTATION. IF THE ATTORNEY IN FACT HAS ACTUAL KNOWLEDGE OF ANY INCOMPETENCE BEFORE, DURING OR AFTER CLOSING, THE POWERS CONTAINED HEREIN WILL CEASE TO EXIST. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. SIGNING THIS LIMITED POWER OF ATTORNEY IS OPTIONAL. ALTHOUGH USING A LIMITED POWER OF ATTORNEY DESIGNATING YOUR AGENT/AIF SHOULD MAKE YOUR LOAN CLOSING MORE CONVENIENT, YOU ARE NOT REQUIRED TO SIGN THIS DOCUMENT IN ORDER TO OBTAIN YOUR LOAN. BEFORE YOU DECIDE WHETHER TO SIGN OR IF YOU DO NOT UNDERSTAND THE PURPOSE OR EFFECT OF THIS FORM, YOU SHOULD CONSULT AN ATTORNEY.

BE IT KNOWN, that I, Charles A Gailey, Nancy K Gailey

Whose residence address is: 1645 Jaybird Road
Hernando, MS 38632

Make and appoint the following persons who are employees of LSI, namely: Casey Dill, Greg Perdziola, James Greene, Kristin Pook, Rolanda Lee, Ryan Flaherty, Shannon Obringer, Stacey Franciscus, William Leonard, whose addresses are C/O LSI, at 700 Cherrington Parkway, Coraopolis, PA 15108. Each of my agents may exercise the powers conferred in this power of attorney separately, without the consent of the other agent. My agents may delegate the powers, tasks and duties to one of the other agents but to no other person. My Agents/AIFs may exercise the powers to accomplish the following specific and limited purposes:

(A) Refinancing and/or home equity financing of the Real Estate located at 1645 Jaybird Road, Hernando, MS 38632 and legally described as (the "Property"):

(B) To mortgage, finance, refinance, assign, transfer and in any manner deal with Property located at : 1645 Jaybird Road, Hernando, MS 38632 to effectuate the above referenced refinancing and banking transactions with U.S. Bank National Association (hereinafter called "Lender"). See attached Exhibit A for full legal description.

(C) To execute, acknowledge receipt of, approve, and deliver all documents including but not limited to:

- a. Notes, Deeds, Mortgages/Deeds of Trust, Subordinations, security instruments, riders, attachments and addenda, including any documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction;
- b. those documents needed by governmental and taxing authorities;
- c. lien waivers, subordination/waiver of homestead and any marital rights necessary to obtain the financing; and
- d. escrow instructions, closing or settlement statements, truth in lending disclosures (including notice of my right to rescind the credit extension, if applicable), loan applications, HUD-1 and other written instruments relating to the transaction.

(D) All other powers which I myself may have concerning the real estate transaction and refinancing of the same located at 1645 Jaybird Road, Hernando, MS 38632.
ELS Order # 10470520.

Further giving and granting said Agent/AIF, full power and authority to do and perform all and every act and thing whatsoever necessary to be done in and about the specific and limited premises (setout herein) as fully, to all intents and purposes, as might or could be done if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that said attorney in fact (also called agent) should lawfully do or cause to be done by virtue hereof.

This Power of Attorney is effective immediately and is limited to the specific transaction described above. This Power of Attorney shall not be effective in the event of my disability or incapacity. I may revoke this Power of Attorney at any time by providing written notice to my Agent/AIF at Closing Stream Department C/O LSI, 700 Cherrington ParkwayCoraopolis, PA 15108. When the Power of Attorney is recorded, any revocation will not be effective as to third parties until the revocation is recorded in the same county or other established governmental authority for the recording of Powers of Attorney. This Power of Attorney will terminate upon the proper recording of all documents necessary or requested as part of this transaction by the title insurer, lender or other parties to the transaction, except with respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation. With respect to any loss of, misplacement of, inaccuracy in, or failure to sign any closing or loan documentation, these powers will continue to exist for the limited purpose to replace or correct such documentation.

Conflict of Interest Disclosure. My Agent/AIF can enter into transactions with me or on my behalf in which my Agent/AIF is personally interested as long as the terms of the transaction are fair to me and I have agreed to such an action. I also understand that LSI receives fees for escrow and title services from the closing. I further understand that these fees will be detailed on my Settlement Statement that accompanies my loan documents.

I understand that this Power of Attorney is not an approval of my loan application request or a commitment by Lender to make a mortgage loan. Should my loan application request not be approved by Lender, this Power of Attorney will be null and void.

TO INDUCE ANY THIRD PARTY TO ACT, I AGREE THAT ANY THIRD PARTY RECEIVING AN EXECUTED COPY OR FACSIMILE OF THIS INSTRUMENT MAY ACT ON THIS INSTRUMENT. ANY REVOCATION OR TERMINATION OF THIS INSTRUMENT WILL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNTIL SUCH THIRD PARTY HAS ACTUAL OR CONSTRUCTIVE NOTICE OF SUCH REVOCATION OR TERMINATION. I, FOR MYSELF AND FOR MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING REASONABLY RELIED ON THE PROVISIONS OF THIS INSTRUMENT.

I, Charles A Gailey, Nancy K Gailey, the principal, sign my name to this power of attorney this 1 day of Feb, 2011, and, being first duly sworn, do declare to the undersigned authority that I sign and execute this instrument as my power of attorney for a refinance and that I sign it willingly, or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes expressed in the power of attorney and that I am eighteen years of age or older, of sound mind and under no constraint or undue influence.

Dated: 2 / 1, 2011


Charles A Gailey

Dated: 2/1, 2011


Nancy K Gailey

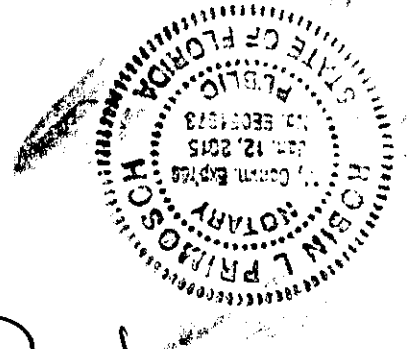
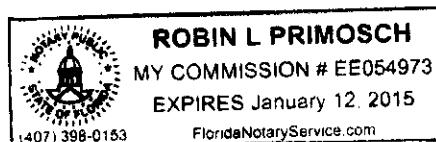
Dated: _____, 20____

Dated: _____, 20____

State of Florida

County of Dkalooka

Subscribed, sworn to and/or acknowledged before me Robin L Primosch by Charles A Gailey, Nancy K Gailey, the principal(s), this 1 day of Feb, 2011 and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal


SIGNATURE OF NOTARY

COMMISSION EXPIRES 1.12.15

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, AGENT, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in state law., when I act as agent:

I shall exercise the powers for the benefit of the principal.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

Shannon Doninger
AGENT

Shannon Doninger
Signature of Attorney-in-Fact

2/14/11
Date

State of PA)

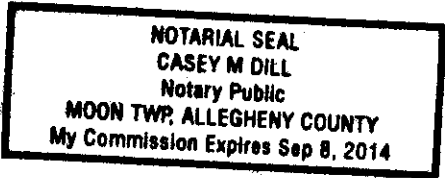
County of Allegheny)

On this, the 14th day of February, 2011, before me Casey M Dill, the undersigned, personally appeared Shannon Dringer Agent/Attorney in Fact who Subscribed, sworn to and/or acknowledged before me and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Notary Public Casey M Dill

My Commission Expires: 9-8-14



Order No.: **10470520**
Loan No.: **2300040014**

Exhibit A

The following described property:

Lot 16, Forest Meadows Subdivision, in Section 8, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 67, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Assessor's Parcel No: 3-07-3-08-05-0-00016-00